

to contest the exercise of such authority.

Section 4. No Discrimination

There shall be no discrimination by either Union or City on any basis prohibited by state or federal law or City policy, or on account of any legitimate Union activity.

Section 5. Union Stewards and Official Representatives

Section 5.1 Stewards

(a) The Union shall be entitled to a reasonable number of stewards, who shall restrict their activities to the handling of grievances and shall be allowed a reasonable amount of time for this purpose. The Union shall notify the City Manager in writing of the names of the stewards.

Stewards shall obtain permission from their supervisors before leaving their work stations to resolve grievances. This provision shall not be used to prevent the stewards from performing their duties or obligations set forth in this section; provided, however, that the use of time for this purpose shall be reasonable and shall not interfere with the requirements of the City's services, as determined by the City.

(b) Activities such as soliciting for membership, collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature are strictly prohibited during working hours without the prior approval of the City Manager or his/her representative.

(c) In the event the City believes that the stewards are abusing the provisions of this section, it shall contact the Union or its representative to arrange a mutually acceptable time and place to investigate the City's complaint and to assure full compliance by the steward to the extent possible.

(d) Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, the employee shall be entitled to have a Union representative present upon request. In the event the employee desires the presence of a Union representative, the City will contact the Union to arrange a mutually acceptable time to hold the meeting. Once scheduled, neither party shall be required to reschedule the meeting for the convenience of the other. This provision shall not prohibit the City from taking immediate action if, in City's opinion, immediate action is necessary, if the City contacts or makes good faith efforts to contact a Union representative or steward and meet with the representative or steward as soon as possible after the incident precipitating the action occurs.

Section 5.2 Representative of the Union

A qualified representative of the Union shall be allowed to visit the work location for the

purpose of ascertaining whether or not this Memorandum of Understanding is being observed. This right shall be exercised reasonably. A qualified representative of the Union shall report to management before proceeding to the work location. The representative shall not interfere with the normal conduct of work.

Section 5.3 Changes

In no event shall a steward or other representative of the Union order any changes, and no changes shall be made except with the consent of the City Manager.

Section 5.4 Access to Personnel Files

An employee or, on presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request and at the reasonable convenience of Human Resources. Documentation in the personnel file relating to the investigation of a possible criminal offense, medical records, pre-employment background information, and information or letters of reference shall be specifically excluded from the inspection and review of the employee and/or the employee's representative. Personnel files shall be reviewed by the employee or his/her representative in the presence of a designated Human Resources representative. An employee may request a copy of materials which are not excluded from inspection and review under this section.

The City will provide employees with copies of all Performance Evaluations, Letters of Reprimand, and Letters of Recordation, if any, and such copies shall be provided to the Union with written authorization of the employee.

(a) For the purposes of this Memorandum of Understanding, a Letter of Recordation is understood as a written record placed into an employee's personnel file intended to be either informative in nature or to document in a positive rather than punitive manner, a notice to the employee for personal correction of actions, which if continued, could result in disciplinary action. Such record does not constitute a disciplinary action. If in the event the employee feels such record constitutes an adverse comment, the employee may, within 30 days, file a written response. The written response shall be attached to, and shall accompany the Letter of Recordation.

Section 6. Salary Plan

Section 6.1 Salary Ranges

(a) Salary ranges for represented classifications shall be as set forth in Appendixes "A", "A-1, and "A-2," hereto attached and made a part hereof, on the effective dates specified herein. The following represents agreed upon modifications to salary during this contract:

(1) Effective December 18, 2000, top steps for covered classes in the bargaining unit will be set to reflect market average^a or internal as set forth in Appendix "A."

^a Historical footnote: Survey jurisdictions used in 2000-01 were the cities